

Penelec / GPU

11733

RECORDATION NO. Filed 1425

Pennsylvania Electric Company
1001 Broad Street
Johnstown Pennsylvania 15907
814 536-6611

11733A-
AA

RECORDATION NO. Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

April 25, 1980

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, DC 20423

Attention: Secretary

Dear Sir:

0-120A020
No.

Date APR 29 1980

Fee \$ 340.00

ICC Washington, D. C.

RECEIVED
APR 29 9 19 AM '80
I.C.C. OH. BR.
FEE OPERATION BR.

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document:

Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 and the 30 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor:

Pennsylvania Electric Company
1001 Broad Street
Johnstown, PA 15907

Mortgagee:

Bankers Trust Company, Trustee
16 Wall Street
New York, NY 10015


Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 43% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Metropolitan Edison Company (which owns a 20% interest) and Jersey Central Power & Light Company (which owns a 37% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Pennsylvania Electric Company at the date of said Indenture of Mortgage and Deed of Trust or thereafter acquired by it.

April 25, 1980

Also enclosed is a check in the amount of \$340.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Sincerely yours,


J. A. Poole
Vice President,
Technical

Encls.

RECORDATION NO. 11733 Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the District of Columbia, do certify as follows: (1) I have examined the attached conformed copy of the Supplemental Indenture dated as of *March 1, 1954* to Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 between Pennsylvania Electric Company and Bankers Trust Company, Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.

Annadette L. Brown

Notary Public

My Commission Expires October 14, 1983.

(SEAL)



11733-F
RECORDATION NO. Filed 1425
APR 29 1980 -9 20 AM
INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA ELECTRIC COMPANY

AND

**BANKERS TRUST COMPANY,
Trustee**

Supplemental Indenture
(First Mortgage Bonds, 3 $\frac{1}{8}$ % Series Due 1984)

Dated as of March 1, 1954

PRESS OF ALLEN, LANE & SCOTT, PHILADELPHIA

SUPPLEMENTAL INDENTURE, dated as of the first day of March, 1954, made and entered into by and between PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter sometimes called the Company), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York (hereinafter sometimes called the Trustee), as Trustee under the Mortgage and Deed of Trust hereinafter referred to, party of the second part.

WHEREAS, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (hereinafter called the Original Indenture), dated as of the first day of January, 1942, to the Trustee, to secure the First Mortgage Bonds of the Company, unlimited in aggregate principal amount and issuable in series, from time to time, in the manner and subject to the conditions set forth in the Original Indenture, and by said Original Indenture granted and conveyed unto the Trustee, upon the trusts, uses and purposes specifically therein set forth, certain real estate, franchises and other property therein described, including property acquired after the date thereof, except as therein otherwise provided; and the said Original Indenture has been supplemented by supplemental indentures dated March 7, 1942, April 28, 1943, August 20, 1943, August 30, 1943, August 31, 1943, April 26, 1944, April 19, 1945, October 25, 1945, as of June 1, 1946, as of November 1, 1949, as of October 1, 1951, as of August 1, 1952, and as of June 1, 1953, respectively; which Original Indenture as so supplemented is hereinafter referred to as the Mortgage; and

WHEREAS, the Original Indenture provides for the issuance of bonds thereunder in one or more series, the form of each series of bonds and of the coupons to be attached to the coupon bonds to be substantially in the forms set forth therein with such omissions, variations and insertions as are authorized or permitted by the Original Indenture and determined and specified by the Board of Directors of the Company; and

WHEREAS, the Company by appropriate corporate action in conformity with the terms of the said Original Indenture has duly determined to create a series of bonds to be designated as "First

Mortgage Bonds, $3\frac{1}{8}\%$ Series due 1984'' (hereinafter sometimes referred to as the "1984 Series Bonds" or the "bonds of the 1984 Series"), which said bonds of the 1984 Series, and the interest coupons to be attached to the coupon bonds of said series, are to be substantially in the following forms, respectively:

[FORM OF COUPON BOND OF THE 1984 SERIES]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$1000

$3\frac{1}{8}\%$ Series Due 1984

No.

Due March 1, 1984

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or, if this bond be registered as to principal, to the registered holder hereof, on March 1, 1984, at the office or agency of the Company in the Borough of Manhattan, The City of New York, One Thousand Dollars (\$1,000) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and to pay interest thereon, at said office or agency in like coin or currency from March 1, 1954, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of three and one-eighth per centum ($3\frac{1}{8}\%$) per annum, payable semi-annually on March 1 and September 1 of each year, but only upon presentation and surrender of the coupons for such interest instalments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, $3\frac{1}{8}\%$ Series due 1984, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supple-

mental thereto, called the Mortgage) dated as of January 1, 1942, executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding. Any such consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1984 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1984 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereto

appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1984 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1984 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If Redeemed During 12 Months' Period Beginning March 1	Regular Redemp- tion Prices	Special Redemp- tion Prices	If Redeemed During 12 Months' Period Beginning March 1	Regular Redemp- tion Prices	Special Redemp- tion Prices
1954.....	105.17%	101.67%	1969.....	102.50%	101.02%
1955.....	105.00%	101.64%	1970.....	102.32%	100.97%
1956.....	104.82%	101.60%	1971.....	102.14%	100.91%
1957.....	104.64%	101.56%	1972.....	101.97%	100.85%
1958.....	104.46%	101.53%	1973.....	101.79%	100.79%
1959.....	104.28%	101.49%	1974.....	101.61%	100.73%
1960.....	104.11%	101.45%	1975.....	101.43%	100.67%
1961.....	103.93%	101.40%	1976.....	101.25%	100.60%
1962.....	103.75%	101.36%	1977.....	101.07%	100.54%
1963.....	103.57%	101.32%	1978.....	100.90%	100.47%
1964.....	103.39%	101.27%	1979.....	100.72%	100.40%
1965.....	103.21%	101.22%	1980.....	100.54%	100.32%
1966.....	103.04%	101.18%	1981.....	100.36%	100.25%
1967.....	102.86%	101.13%	1982.....	100.18%	100.17%
1968.....	102.68%	101.08%	1983.....	100.00%	100.00%

The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable at maturity or upon redemption or otherwise, and shall comply with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal at the office or agency of the Company in said Borough of Manhattan, and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer, be treated as negotiable and pass by delivery. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the bearer of this bond if it is not registered as to principal, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto appertaining, as the absolute owner thereof, whether or not this bond or such coupon shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer, or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons hereto attached shall become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto.

Dated, March 1, 1954.

PENNSYLVANIA ELECTRIC COMPANY,
By

President.

Attest:

Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1984 SERIES]

\$

No.

On the first day of _____, _____, unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof shall have been duly provided for, PENNSYLVANIA ELECTRIC COMPANY will pay to bearer at its office or agency in the Borough of Manhattan, The City of New York, _____ Dollars (\$ _____) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, as specified in its First Mortgage Bond, 3 $\frac{1}{8}$ % Series due 1984, No. _____, being six months' interest then due on said bond. This coupon shall be treated as negotiable.

Treasurer.

The amount to be inserted in odd numbered coupons shall be Fifteen and 63/100 Dollars; the amount to be inserted in even numbered coupons shall be Fifteen and 62/100 Dollars.

[FORM OF FULLY REGISTERED BOND OF THE 1984 SERIES]

The form of fully registered bond of the 1984 Series shall be substantially the same as the form of coupon bond of the 1984 Series hereinabove set forth except that the following paragraphs shall be substituted in lieu of the corresponding paragraphs in the form of coupon bond of the 1984 Series:

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$ 31⅞% Series Due 1984 No.
Due March 1, 1984

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to
or registered assigns, on March 1, 1984, at the office or agency of the Company in the Borough of Manhattan, The City of New York,

Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and to pay interest thereon, semi-annually on March 1 and September 1 of each year, at the rate of three and one-eighth per centum (3⅞%) per annum, at said office or agency in like coin or currency, from the first day of March or September, as the case may be, to which interest has been paid preceding the date hereof (unless the date hereof is a March 1 or September 1 on which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to September 1, 1954, in which case from March 1, 1954), until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

* * * * *

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the office or agency of the Company in said Borough of Manhattan, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed in the Mortgage, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in ex-

change herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner and holder hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

* * * * *

This bond shall not become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated,

PENNSYLVANIA ELECTRIC COMPANY,
By

President.

Attest:

Secretary.

; and

WHEREAS, all acts and things prescribed by law and by the charter and by-laws of the Company necessary to make the bonds of the 1984 Series when executed by the Company and authenticated by the Trustee, as in the Original Indenture provided, valid, binding and legal obligations of the Company, entitled in all respects to the security of the said Original Indenture, have been performed; and

WHEREAS, provision is made in Sections 5.11 and 17.01 of the Original Indenture for such further instruments and indentures supplemental to the Original Indenture as may be necessary or proper

to carry out more effectually the purposes of the Original Indenture, and to subject to the lien of the Original Indenture any property acquired after the date of the Original Indenture and intended to be covered thereby, with the same force and effect as though included in the granting clause thereof, and to set forth the terms and provisions of any series of bonds to be issued and the forms of the bonds and coupons of such series, and to add such further covenants, restrictions or conditions for the protection of the mortgaged and pledged property and the holders of bonds as the Board of Directors of the Company and the Trustee shall consider to be for the protection of the holders of bonds; and the Company has acquired additional property; and it is desired to add certain further covenants, restrictions and conditions for the protection of the mortgaged and pledged property and the holders of bonds, as provided herein, which the Board of Directors of the Company and the Trustee consider to be for the protection of the holders of bonds; and the Company desires to issue bonds of the 1984 Series and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of describing additional property subject to the lien of the Original Indenture and of setting forth the terms and provisions of the 1984 Series Bonds and the forms of the bonds of the 1984 Series and the coupons appertaining thereto and of said further covenants, restrictions and conditions; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by the Board of Directors of the Company at a meeting duly called and held according to law, and all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms, for the purposes herein expressed, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized;

Now, THEREFORE, in order further to secure the payment of the principal and interest of all bonds issued and to be issued under the Original Indenture and any indenture supplemental thereto, including this Supplemental Indenture, according to their tenor, purport and effect and the performance and observance of all the covenants and

conditions in said bonds and the Original Indenture and indentures supplemental thereto, including this Supplemental Indenture, contained, and for and in consideration of the premises and of the sum of One Dollar (\$1.00), lawful money of the United States of America, to the Company duly paid by the Trustee at or before the ensealing and delivery hereof, and other valuable considerations, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the Company has executed and delivered this Supplemental Indenture, and hath granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Bankers Trust Company, as Trustee, and to its successors in the trust and to its and their assigns forever, all the following described properties of the Company, that is to say:

All property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution hereof or which may be hereafter acquired by it (except such property as is in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted from the lien and operation of the Original Indenture).

The property covered by this Supplemental Indenture shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:

All the electric generating stations, station sites, stations, electric reserve generating stations, substations, substation sites, steam plants, hot water plants, hydro-electric stations, hydro-electric station sites, electric transmission lines, electric distribution systems, steam distribution systems, hot water distribution systems, regulator stations, regulator station sites, office buildings, storeroom buildings, warehouse buildings, boiler houses, plants, plant sites, service plants, coal, coal mines, other mineral land mining rights and privileges, coal storage yards, and pole yards now or hereafter owned by the Company, including all electric works, power houses, generators, turbines, boilers, engines, furnaces, dynamos, buildings, structures, transformers, meters, towers, poles, tower lines, cables, pole lines, tanks, storage holders, regulators, pipes, pipe lines, mains, pipe fittings,

valves, drips, connections, tunnels, conduits, gates, motors, wires, switch racks, switches, brackets, insulators, and all equipment, improvements, machinery, appliances, devices, appurtenances, supplies and miscellaneous property for generating, producing, transforming, converting, storing and distributing electric energy, steam and hot water, now or hereafter owned by the Company, together with all furniture and fixtures located in the aforesaid buildings, and all land now or hereafter owned by the Company on which the same or any part thereof are situated, and all of the real estate, leases, leaseholds (except the last day of the term of each lease and leasehold), and lands now or hereafter owned by the Company, including land located on or adjacent to any river, stream or other water, together with all flowage rights, flooding rights, water rights, riparian rights, dams and dam sites and rights, flumes, canals, races, raceways, head works and diversion works, and all of the municipal and other franchises, licenses, consents, ordinances, permits, privileges, rights, servitudes, easements and rights-of-way and other rights in or relating to real estate or the occupancy of the same, now or hereafter owned by the Company, and all of the other property, real, personal or mixed, now or hereafter owned by the Company, forming a part of any of the foregoing property or used or enjoyed or capable of being used or enjoyed in connection therewith or in any wise appertaining thereto, whether developed or undeveloped, or partially developed, or whether now equipped and operating or not and wherever situated, and all of the Company's presently held or hereafter acquired right, title and interest in and to the land on which the same or any part thereof are situated or adjacent thereto, and all rights for or relating to the construction, maintenance or operation of any of the foregoing property through, over, under or upon any public streets or highways or other lands, public or private, and (except as in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) all the right, title and interest of the Company presently held or hereafter acquired in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described, and, as to all the foregoing, whether now owned by the Company or hereafter acquired by the Company.

Without limitation of the generality of the foregoing, all of the parcels of land situate as hereinafter set forth and owned by the Company and buildings and improvements thereon erected and owned by the Company, and whether used or not used in connection with the Company's operations, all of which real estate was conveyed to the Company or its predecessors in title as hereinafter set forth by the following conveyances to which reference is made for a more particular description, to wit:

BLAIR COUNTY, PENNSYLVANIA

(72) ALL THAT CERTAIN parcel of land situate partly in the Borough of Hollidaysburg and partly in the Township of Blair, County of Blair, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Pennsylvania Electric Company by deed dated March 23, 1953, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 676, page 170.

(73) ALL THAT CERTAIN parcel of land situate in the Township of Freedom, County of Blair, Pennsylvania, as and to the extent conveyed by Arthur W. Simington *et ux.* to Pennsylvania Electric Company by deed dated August 21, 1953, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 681, page 477.

(74) ALL THOSE CERTAIN parcels of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by John Kramer, *et al.*, to Pennsylvania Electric Company by deed dated October 10, 1953, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 683, page 193.

CAMBRIA COUNTY, PENNSYLVANIA

(79) ALL THAT CERTAIN parcel of land situate partly in the Township of Barr and partly in the Borough of Spangler, County of Cambria, Pennsylvania, as and to the extent conveyed by Charles R. Stuart, single man, to Pennsylvania Electric Company by deed

dated May 13, 1953, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 650, page 110.

(80) ALL THAT CERTAIN parcel of land situate in the Township of Jackson, County of Cambria, Pennsylvania, as and to the extent conveyed by Saltlick Water Company to Pennsylvania Electric Company by deed dated September 3, 1953, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 651, page 206.

(81) ALL THAT CERTAIN parcel of land situate in the Township of Richland, County of Cambria, Pennsylvania, as and to the extent conveyed by Ralph D. Patch *et ux.* to Pennsylvania Electric Company by deed dated October 8, 1953, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 655, page 168.

CLARION COUNTY, PENNSYLVANIA

(18) ALL THOSE CERTAIN parcels of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Milo H. Crawford, *et al.*, to Pennsylvania Electric Company by deed dated May 16, 1953, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 162, page 150.

(19) ALL THAT CERTAIN parcel of land situate in the Township of Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Jeanette Jardine Craig *et vir.* to Pennsylvania Electric Company by deed dated August 31, 1953, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 162, page 484.

(20) ALL THAT CERTAIN parcel of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by J. L. Whited *et ux.* to Pennsylvania Electric Company by deed dated September 14, 1953, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 162, page 547.

(21) ALL THOSE CERTAIN parcels of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Milo H. Crawford, *et al.*, to Pennsylvania Electric Company by deed dated November 12, 1953, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 163, page 149.

(22) ALL THOSE CERTAIN parcels of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Helen Amy Crowley *et vir.* to Pennsylvania Electric Company by deed dated December 28, 1953, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book, Vol. 163, page 238.

CLEARFIELD COUNTY, PENNSYLVANIA

(20) ALL THAT CERTAIN parcel of land situate in the Township of Bradford, County of Clearfield, Pennsylvania, as and to the extent conveyed by Mervyl C. Yeager *et ux.* to Pennsylvania Electric Company by quit-claim deed dated December 18, 1952 and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book Vol. 426, page 165; and by B. Earl Shirey *et ux.* to Pennsylvania Electric Company by quit-claim deed dated May 18, 1953 and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book Vol. 430, page 478, EXCLUDING THEREFROM all the right, title and interest conveyed by Pennsylvania Electric Company to Glenn C. Shearer and Herman B. Shearer by quit-claim deed dated August 11, 1953 and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book Vol. 430, page 480.

(21) ALL THAT CERTAIN parcel of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield, Pennsylvania, as and to the extent conveyed by Most Reverend John Mark Gannon, Bishop of Erie, Trustee for St. Francis Congregation of Clearfield, Pennsylvania, to Pennsylvania Electric Company by deed dated January 29, 1953, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book No. 429, page 269.

(22) ALL THAT CERTAIN parcel of land situate in the Township of Bradford, County of Clearfield, Pennsylvania, as and to the extent conveyed by Mervyl C. Yeager *et ux.* to Pennsylvania Electric Company by deed dated May 14, 1953, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book No. 429, page 101.

ERIE COUNTY, PENNSYLVANIA

(74) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Louise Nick Stewart *et vir.* to Pennsylvania Electric Company by deed dated June 3, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 651, page 474.

(75) ALL THAT CERTAIN parcel of land situate in the Township of Millcreek, County of Erie, Pennsylvania, as and to the extent conveyed by Fred C. Ralph *et ux.* to Pennsylvania Electric Company by deed dated July 1, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 654, page 118.

(76) ALL THAT CERTAIN parcel of land situate in the Township of Millcreek, County of Erie, Pennsylvania, as and to the extent conveyed by Nellie M. Locke, Widow, to Pennsylvania Electric Company by deed dated July 1, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 654, page 511.

(77) ALL THAT CERTAIN parcel of land situate in the Township of Millcreek, County of Erie, Pennsylvania, as and to the extent conveyed by the Commissioners of Erie County, Pennsylvania, to Pennsylvania Electric Company by deed dated July 20, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 656, page 331; title to said parcel having been confirmed to Pennsylvania Electric Company by Action to Quiet Title by Pennsylvania Electric Company *vs.* L. D. Green and Josephine L. Green, in the Court of Common Pleas of Erie County, Pennsylvania, September Term 1953, No. 425.

(78) ALL THAT CERTAIN parcel of land situate in the Township of Girard, County of Erie, Pennsylvania, as and to the extent conveyed by Roy Weindorf, *et al.*, to Pennsylvania Electric Company by deed dated August 18, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 661, page 193.

(79) ALL THAT CERTAIN parcel of land situate in the Sixth Ward of the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by National Erie Corporation to Pennsylvania Electric Company by deed dated August 31, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 660, page 148.

FOREST COUNTY, PENNSYLVANIA

(1) ALL THAT CERTAIN parcel of land situate in the Township of Tionesta, County of Forest, Pennsylvania, as and to the extent conveyed by Frank K. Faulkner *et ux.* to Pennsylvania Electric Company by deed dated December 16, 1953, and recorded in the Office of the Recorder of Deeds in and for Forest County, Pennsylvania, in Deed Book Vol. 81, page 480.

HUNTINGDON COUNTY, PENNSYLVANIA

(22) ALL THAT CERTAIN parcel of land situate in the Township of Dublin, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Helen Harper Pyles, Executrix of the Last Will and Testament of Belle R. Harper, deceased, to Pennsylvania Electric Company by deed dated July 25, 1953, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book No. 11, page 86.

INDIANA COUNTY, PENNSYLVANIA

(34) ALL THAT CERTAIN parcel of land situate in the Township of West Wheatfield, County of Indiana, Pennsylvania, as and to the

extent conveyed by Thelma S. Hood, unmarried, to Pennsylvania Electric Company by deed dated June 6, 1953, and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania, in Deed Book Vol. 423, page 493; EXCLUDING THEREFROM all the surface of such parcel as and to the extent conveyed by Pennsylvania Electric Company to Conemaugh Valley Sportsmen Association by deed dated September 16, 1953, and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania, in Deed Book Vol. 428, page 452.

JUNIATA COUNTY, PENNSYLVANIA

(4) ALL THAT CERTAIN parcel of land situate in the Township of Tuscarora, County of Juniata, Pennsylvania, as and to the extent conveyed by George M. Kint *et ux.* to Pennsylvania Electric Company by deed dated February 25, 1953, and recorded in the Office of the Recorder of Deeds in and for Juniata County, Pennsylvania, in Deed Book Vol. 85, page 99, and by deed dated May 20, 1953, and recorded in the Office of the Recorder of Deeds in and for Juniata County, Pennsylvania in Deed Book Vol. 85, page 369, the latter deed having been made to correct an error in the property description set forth in the former deed.

(5) ALL THAT CERTAIN parcel of land situate in the Township of Tuscarora, County of Juniata, Pennsylvania, as and to the extent conveyed by George M. Bollinger, *et al.*, to Pennsylvania Electric Company by deed dated August 17, 1953, and recorded in the Office of the Recorder of Deeds in and for Juniata County, Pennsylvania, in Deed Book Vol. 85, page 558.

MIFFLIN COUNTY, PENNSYLVANIA

(32) ALL THOSE CERTAIN parcels of land situate in the Township of Derry, County of Mifflin, Pennsylvania, as and to the extent conveyed by Lewistown Transportation Company to Pennsylvania Electric Company by deed dated August 19, 1953, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book Y, Vol. 5, page 222.

(33) ALL THAT CERTAIN parcel of land situate in the Township of Armagh, County of Mifflin, Pennsylvania, as and to the extent conveyed by Sallie K. McNitt, *et al.*, to Pennsylvania Electric Company by deed dated November 12, 1953, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book Y Vol. 5, page 504.

WESTMORELAND COUNTY, PENNSYLVANIA

(4) ALL THAT CERTAIN parcel of land situate in the Township of St. Clair, County of Westmoreland, Pennsylvania, as and to the extent conveyed by Floyd S. Benshoff *et ux.* to Pennsylvania Electric Company by deed dated October 20, 1953, and recorded in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, in Deed Book No. 1500, page 436.

Also all other land and the buildings and improvements thereon erected hereafter acquired;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that all the property, rights and franchises acquired by the Company after the date hereof (except any in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) shall (subject to the provisions of Section 9.01 of the Original Indenture), to the extent permitted by law, be as fully embraced within this Supplemental Indenture as if such property,

rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby;

Provided that, in addition to the reservations and exceptions herein elsewhere contained, the following are not and are not intended to be granted, bargained sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from this Supplemental Indenture, viz.: (1) cash and shares of stock and certificates or evidence of interest therein and obligations (including bonds, notes and other securities) not in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, specifically pledged or covenanted so to be or deposited or delivered hereunder or under any other supplemental indenture; (2) any goods, wares, merchandise, equipment, materials or supplies held or acquired for the purpose of sale or resale in the usual course of business or for consumption in the operation of any properties of the Company, and automobiles and trucks; and (3) all judgments, contracts, accounts and choses in action, the proceeds of which the Company is not obligated as in the Original Indenture provided to deposit with the Trustee hereunder; provided, however, that the property and rights expressly excepted from this Supplemental Indenture in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted, in the event that the Trustee or a receiver or trustee shall take possession of the mortgaged and pledged property in the manner provided in Article X of the Original Indenture, by reason of the occurrence of a completed default, as defined in said Article X of the Original Indenture;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors in the trusts created in the Original Indenture and its and their assigns forever;

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, servitudes,

franchises and contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the aforesaid properties; and subject also to such servitudes, easements, rights and privileges in, over, on, and/or through said properties as have been granted to other persons prior to the date of this Supplemental Indenture; and subject also to encumbrances of the character in the Original Indenture defined as "excepted encumbrances" in so far as the same may attach to any of the property embraced herein;

IN TRUST NEVERTHELESS upon the terms, trusts, uses and purposes specifically set forth in the Original Indenture; this Supplemental Indenture being made for the purpose, *inter alia*, of subjecting the real estate and premises and other property above described to the lien and operation of said Original Indenture, so that the same shall be held specifically by the Trustee under and subject to the terms and conditions of the Original Indenture in identically the same manner and for the same trusts, uses and purposes, as if the said real estate and premises and other property had been specifically described in the Original Indenture.

AND IT IS HEREBY FURTHER COVENANTED AND AGREED, and the Company and the Trustee have mutually agreed, in consideration of the premises, as follows:

ARTICLE I.

1984 SERIES BONDS.

SECTION 1. The bonds of the 1984 Series shall be designated "First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1984". All coupon bonds of the 1984 Series shall be dated March 1, 1954. All fully registered bonds of the 1984 Series shall be dated the date of issue, and shall bear interest from the first day of March or September, as the case may be, to which interest has been paid preceding the date thereof, unless such date is a March 1 or September 1 on which interest has been paid, in which case they shall bear interest from such date, or unless such date is prior to September 1, 1954, in which case they shall bear interest from March 1, 1954.

Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, all bonds of the 1984 Series shall be payable on March 1, 1984, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and shall bear interest, payable in like coin or currency, at the rate of three and one-eighth per centum ($3\frac{1}{8}\%$) per annum, payable semi-annually on March 1 and September 1 of each year until maturity, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for. Principal of and interest on the bonds of the 1984 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

All bonds of the 1984 Series shall be redeemable at the option of the Company on any date prior to maturity, as a whole or from time to time in part, upon notice published at least once in each of four successive calendar weeks upon any business day of each such calendar week, in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, at the redemption prices (expressed in percentages of principal amount) set forth in the table under "Regular Redemption Prices" in the form of coupon bond of the 1984 Series set forth in the recitals hereof; and the bonds of the 1984 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the aforesaid table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption.

Coupon bonds of the 1984 Series shall be issuable in the denomination of \$1,000 and shall be registrable as to principal. Fully registered bonds of the 1984 Series shall be issuable in the denominations

of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. Bonds of the 1984 Series shall be interchangeable at the option of the holders thereof, in like aggregate principal amounts, coupon bonds for fully registered bonds, fully registered bonds for coupon bonds and the several denominations of fully registered bonds.

The forms of the bonds and of the coupons to be attached to the coupon bonds of the 1984 Series shall be substantially in the forms hereinbefore recited, respectively.

ARTICLE II.

MISCELLANEOUS.

SECTION 1. The aforesaid Supplemental Indentures between the parties hereto dated as of November 1, 1949, dated as of October 1, 1951 as heretofore amended, and dated as of June 1, 1953 are hereby respectively amended as set forth below, provided that such amendments shall not be effective until, and shall be effective upon, the authentication by the Trustee and delivery to or upon the order of the Company of any bond or bonds of the 1984 Series, and such amendments shall not affect any action taken by the Company or the Trustee or otherwise pursuant to the Mortgage, or any Supplemental Indenture supplemental thereto, prior to the time that such amendments so become effective:

(a) Section 1 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by clause (1) of Section 1 of Article II of the Supplemental Indenture dated as of October 1, 1951, by clause (a) of Section 1 of Article II of the Supplemental Indenture dated as of August 1, 1952, and by clause (a) of Section 1 of Article II of the Supplemental Indenture dated as of June 1, 1953, is further amended by inserting "or of the 1984 Series" after "or of the 1983 Series".

(b) Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by clause (2) of Section 1 of Article II of the Supplemental Indenture dated as of October 1, 1951, by clause (b) of Section 1 of Article II of the Supplemental

Indenture dated as of August 1, 1952, and by clause (b) of Section 1 of Article II of the Supplemental Indenture dated as of June 1, 1953, is further amended by inserting "or of the 1984 Series" after "or of the 1983 Series".

(c) Section 1 of Article III of the Supplemental Indenture dated as of October 1, 1951, as amended by clause (c) of Section 1 of Article II of the Supplemental Indenture dated as of August 1, 1952, and by clause (c) of Section 1 of Article II of the Supplemental Indenture dated as of June 1, 1953 is amended by inserting "or of the 1984 Series" after "or of the 1983 Series".

(d) Subsection (D) of Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1953 is amended as follows: (1) by inserting "or of the 1984 Series" after "of the 1983 Series" in line 2 thereof; (2) by inserting "or 1984 Series" after "1983 Series" in line 6 thereof; and (3) by inserting "and 1984 Series" after "1983 Series" in line 9 thereof.

SECTION 2. As supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, said Original Indenture is in all respects ratified and confirmed and said Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 3. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, on this 18th day of March, 1954, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and BANKERS TRUST COMPANY, party of the second part, has caused this instrument to be signed in its name and behalf by a Vice President and its cor-

porate seal to be hereunto affixed and attested by an Assistant Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

W. H. WADE,
Vice President.

[CORPORATE SEAL]

Attest:

R. F. PRUNER,
Secretary.

In the presence of:

F. SCHNEIDER
J. B. PETERSON

BANKERS TRUST COMPANY,

By

E. E. BEACH,
Vice President.

[CORPORATE SEAL]

Attest:

WM. H. DEALE,
Assistant Secretary.

In the presence of:

F. SCHNEIDER
J. B. PETERSON

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this the 18th day of March, 1954, before me, Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared W. H. Wade, who acknowledged himself to be a Vice President of Pennsylvania Electric Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ALOYSE A. STEPHENS,
Notary Public.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York,
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term Expires March 30, 1955

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this the 18th day of March, 1954, before me, Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared E. E. Beach, who acknowledged himself to be a Vice President of Bankers Trust Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

I am not a director or officer of said Bankers Trust Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,
Notary Public.

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York,
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term Expires March 30, 1955

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 18th day of March in the year 1954, before me personally came W. H. Wade to me known, who, being by me duly sworn, did depose and say that he resides in Hollidaysburg, Pennsylvania; that he is a Vice President of Pennsylvania Electric Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,
Notary Public.

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York,
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term Expires March 30, 1955

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 18th day of March in the year 1954, before me personally came E. E. Beach to me known, who, being by me duly sworn, did depose and say that he resides in Summit, New Jersey; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order; at the same time he made oath in due form of law that the consideration stated in said instrument is true and bona fide as therein set forth, and that he is duly authorized by said corporation to execute and acknowledge said instrument and to make such oath.

I am not a director or officer of said Bankers Trust Company.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,
Notary Public.

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York,
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term Expires March 30, 1955

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that ALOYSE A. STEPHENS whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18 day of Mar. 1954.
Fee Paid 50¢

[SEAL]

ARCHIBALD R. WATSON,
County Clerk and Clerk of the Supreme Court, New York County

CERTIFICATE OF RESIDENCE.

Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in The City of New York, in the State of New York.

BANKERS TRUST COMPANY,
By

[CORPORATE SEAL]

WM. H. DEALE,
Assistant Secretary.

RECORDATION DATA

County	Date Recorded	Mortgage Book	Page
PENNSYLVANIA			
Armstrong	March 22, 1954	148	537
Bedford	March 19, 1954	59	178
Blair	March 19, 1954	519	517
Cambria	March 19, 1954	247	694
Centre	March 19, 1954	113	299
Clarion	March 22, 1954	50	503
Clearfield	March 19, 1954	161	36
Crawford	March 19, 1954	240	538
Cumberland	March 20, 1954	298	121
Elk	March 20, 1954	55	153
Erie	March 20, 1954	502	389
Forest	March 22, 1954	21	318
Franklin	March 23, 1954	188	61
Huntingdon	March 19, 1954	82	271
Indiana	March 19, 1954	138	577
Jefferson	March 20, 1954	69	1
Juniata	March 19, 1954	28	495
McKean	March 22, 1954	259	44
Mifflin	March 19, 1954	E-4	329
Perry	March 20, 1954	Z	16
Potter	March 22, 1954	57	117
Somerset	March 20, 1954	119	526
Venango	March 20, 1954	314	395
Warren	March 22, 1954	137	325
Westmoreland	March 19, 1954	891	69

MARYLAND

Garrett March 20, 1954 Liber R.L.D. No. 181 folio 382

porate seal to be hereunto affixed and attested by an Assistant Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

W N M

Vice President.

[CORPORATE SEAL]

Attest:

R E

Secretary.

In the presence of:

Schneider

J M Peterson

BANKERS TRUST COMPANY,

By

E G Brown

Vice President.

[CORPORATE SEAL]

Attest:

H Deale

Assistant Secretary.

In the presence of:

Schneider

J M Peterson

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this the 18th day of March, 1954, before me, Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared W. H. Wade, who acknowledged himself to be a Vice President of Pennsylvania Electric Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

Aloyse A. Stephens
Notary Public.

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York,
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term Expires March 30, 1955

BOOK

55 PAGE 165

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.

On this the 18TH day of March, 1954, before me, Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared E. E. Beach, who acknowledged himself to be a Vice President of Bankers Trust Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

I am not a director or officer of said Bankers Trust Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

Aloyse A. Stephens
 Notary Public.

ALOYSE A. STEPHENS
 NOTARY PUBLIC, State of New York,
 No. 03-3835150
 Qualified in Bronx County
 Certificates filed with
 New York County Clerks & Registers
 Bronx County Clerks & Registers
 Term Expires March 30, 1955

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.

On the 10TH day of March in the year 1954, before me personally came W. H. Wade to me known, who, being by me duly sworn, did depose and say that he resides in Hollidaysburg, Pennsylvania; that he is a Vice President of Pennsylvania Electric Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[NOTARIAL SEAL]

Aloyse A. Stephens
 Notary Public.

ALOYSE A. STEPHENS
 NOTARY PUBLIC, State of New York,
 No. 03-3835150
 Qualified in Bronx County
 Certificates filed with
 New York County Clerks & Registers
 Bronx County Clerks & Registers
 Term Expires March 30, 1955

BOOK

55 PAGE 166

State of New York, }
County of New York, } ss.:

No.

414

Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

Alfred A. Stephens
whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this *18* day of *June*, 195*2*.

FEE PAID *45¢*

94

Archibald R. Watson

County Clerk and Clerk of the Supreme Court, New York County

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 18th day of March in the year 1954, before me personally came E. E. Beach to me known, who, being by me duly sworn, did depose and say that he resides in Summit, New Jersey; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order; at the same time he made oath in due form of law that the consideration stated in said instrument is true and bona fide as therein set forth, and that he is duly authorized by said corporation to execute and acknowledge said instrument and to make such oath.

I am not a director or officer of said Bankers Trust Company.

[NOTARIAL SEAL]

Aloyse A. Stephens
Notary Public.

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York,
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term Expires March 30, 1955

CERTIFICATE OF RESIDENCE.

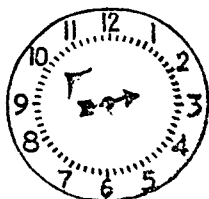
Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in The City of New York, in the State of New York.

BANKERS TRUST COMPANY,
By

[CORPORATE SEAL]

E. E. Beach
Assistant Secretary.

MAR 20 '54 AM



ENTERED FOR RECORD
PAUL A. GARNER, Recorder